

(FHA Approved)

LIMITED EASEMENT

00010
FILED NO. _____
STATE OF IOWA
CLARKE COUNTY

95 JAN 16 AM 11:17
Book 77 page 470

RE: West One-half of Southwest Quarter (W 1/2 SW 1/4) of Section 5;
Southeast One-fourth of Southeast Quarter (SE 1/4 SE 1/4);
Northeast One-fourth of Southwest Quarter (NE 1/4 SW 1/4)
One-half of Southeast Quarter (N 1/2 SE 1/4) of Section 6, Township
73 North, Range 27 West of 5th P.M., CLARKE COUNTY, IOWA;
AND Southwest Quarter (SW 1/4) of Section 32, Township 74 North,
Range 27 West of 5th P.M., MADISON COUNTY, IOWA.

The undersigned, as Owner(s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and perpetual easement in, to, and running with the real estate described above, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of Owner(s), LIMITED AS FOLLOWS:

1. This easement is solely for the general purposes of construction and laying and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing water pipeline and any necessary appurtenances thereto over, across and through the real estate described above; and,
2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of thirty feet, the centerline of which shall be the water pipeline and any necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the Association. After completion of the project, if repair work on water line is needed, crop damages will be paid. The Association, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of Owner(s), if any damage there be, will be kept to a minimum.

FILED NO. 717

Executed this 11th day of November 19 92

BOOK 134 PAGE 727

95 SEP 14 AM 11:59

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Robert W. Gibbons
Robert W. Gibbons
Barbara Gibbons
Barbara Gibbons aka Barbara A. Gibbons

GRANTOR(S)

STATE OF IOWA)
COUNTY OF CLARKE)

ss:

REC. \$ 5.00 COMPUTER ✓
AND \$ _____ RECORDED ✓
R.M.F. \$ 1.00 COMPARED ✓

On this 11th day of November, 19 92, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Robert W. Gibbons and Barbara Gibbons aka Barbara A. Gibbons,

husband and wife:

to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Joanne Hanthorn
NOTARY PUBLIC IN AND FOR SAID COUNTY AND
SAID STATE
Joanne Hanthorn